

# Quantity Purchase Agreement With The State Of Indiana

Vendor: ASHER AGENCY INC  
Remit to: P O BOX 2535  
FT WAYNE IN 46802

Name and Address of Vendor: ASHER AGENCY INC  
Cntct: Brian Engelhart  
535 WEST WAYNE STREET  
FT WAYNE IN 46802

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<b>Requisition Nbr.: ASA9-9-45</b>	
<b>Effective Date:</b> 10/09/2008	
<b>Expiration Date:</b> 10/08/2010	
<b>Agency Number:</b>	
<b>Facility:</b>	
<b>Vendor Federal ID:</b> 351322698	
<b>Vendor Telephone Nbr:</b> 260/424-3373--	
<b>Name Of Contact Pers:</b> Brian Engelhart	
<b>FAX Number:</b> 260/424-0848--	

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement.

The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement.

**Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.**

Line Number	Quantity	UNIT	Article and Description	Unit Price
			<p>This is an award of a Quantity Purchase Agreement for placing advertising to include outdoor, print, TV, web, in-store and 3rd party as set forth in RFP-8-80 and Contractor's response.</p> <p>QPA can be mutually renewed yearly for two additional years.</p> <p>The vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration date, but issued prior to the expiration date, and postmarked no later than 14 business days after the QPA's expiration date.</p> <p>Quantities are estimates and could be more or less.</p>	
1	9999,999,999.00	EA	000000000100014781 Advertisement Placement/Media Buy	0.0000

**Contractor shall provide:**

- 1) The following reports will be required to maintain the state's media placement
  - a) Weekly Status Report to the Director of State Advertising and Marketing, Hoosier Lottery specific report to Hoosier Lottery Advertising Manager
  - b) Employee Timesheet Report (monthly) by state agency and function, report to include hours spent on each state agency's workload by employee function (i.e. media planning, invoice reconciliation, etc.) reported weekly, but summarized monthly to Director of State Advertising & Marketing..
  - c) In-Flight Accuracy Report (all state agencies)
    - i) During a state agency's media flight, Asher Agency will monitor media outlets for any preemptions, appropriate programming, correct trafficking, correct creative, etc. and provide a weekly summary via e-mail to specified state agency contact.
    - ii) Identify problem stations to monitor closely or if any make goods or credits are required.
    - iii) Monitoring of web buys: Depending on what sites are purchased for online media, reports should be given on a daily, weekly or at most every two weeks in order to adjust buy accordingly.
  - d) Post Reconciliation (all state agencies)
    - i) Original number of outdoor boards/insertions/spots, etc. purchased and their value compared to what actually ran.
    - ii) Any insertions/spots missed need to be noted with explanation.
    - iii) Due within 30 after invoicing.
  - e) Credit/Make Good Report (all state agencies) –
    - i) List stations at which a credit or make good may be forthcoming to a state agency. This should be provided as part of the post reconciliation.
    - ii) Similar summary report needs to be given to Director of State Advertising and Marketing Quarterly
  - f) Post Analysis (all state agencies as indicated)
    - i) Provide an analysis of media plan made by Asher and the results that came forth. What worked well and what didn't. If difficulties arose in trafficking materials to media outlets, etc. Suggestions on how better increase our

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			effectiveness. What did we learn?	
			ii) Provide an analysis as it relates to trafficking and media outlets' performance	
			iii) Provided with post reconciliation.	
			g) Post Summery (quarterly)	
			i) Evaluate GRP levels, reach, frequency, etc. for all radio and television programming for the previous quarter once rating books are published to determine if any compensation is owed. Provide suggestions on how to better increase our effectiveness. How would you propose we better plan our media buying if say for instance programming that was expected to reach our target did not or did better than anticipated.	
			h) Added Value Report (all state agencies)	
			i) Separate report delivered at same time as post summary.	
			ii) Provide information by campaign/station/year	
			i) Hoosier Lottery requires the following reports be submitted	
			i) A running compilation of campaigns to include:	
			(1) Flights	
			(2) CPP	
			(3) GRPs/market	
			(4) Planned vs. actual	
			(a) This report is to be generated after invoices of a campaign have been reconciled.	
			ii) Overall spending by market DMA – monthly.	
			iii) Overall spending by station by DMA – quarterly.	
			iv) Quarterly CPP goals for both radio and TV	
			v) Quarterly post summaries	
			vi) Minority spending for radio and television buys as it applies to target minority audiences	
			j) New reports when needed.	
			k) All reports, media plan, summaries, etc. received from Asher need to be standardized into a similar format	
			2) Working relationship with Asher	
			a) Specific requirements/expectations of the Hoosier Lottery and/or Tourism	
			i) All media planning responsibilities will be conducted by the Hoosier Lottery and the Department of Tourism's respective media planning agency.	
			ii) Planning responsibilities to be carried out by the Hoosier Lottery and Department of Tourism media planning agencies, planning will include accurate:	
			• Media Requisition	
			• Campaign Calendar	
			• Campaign Objectives	
			• Budget by Market, by Medium	
			• Cost per Point information. (Negotiated cost per point to be provided by contractor. Cost per point collaboration between buying and planning agency will take place.)	
			• Dayparts	
			• Flight dates	
			• Revisions/updated of the above	
			Contractor has the ability to charge the Hoosier Lottery for the above services, when requested.	
			iii) Working relationship with the Hoosier Lottery and	

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			<p>Tourism's media planning agency and a quarterly meeting with all parties.</p> <p>iv) The account supervisor, media director and buyers will be expected to understand the Hoosier Lottery and Department of Tourism's strategy, goals and product-specific demographic/attitudinal segments.</p> <p>v) Weekly status report/meeting with the Hoosier Lottery's Advertising Manager and Director of State Advertising and Marketing followed by a conference report within 24 hours</p> <p>vi) While generally speaking, sponsorships, promotions, etc. are not part of this QPA. However, the Hoosier Lottery and the Department of Tourism will at times include added value promotions as part of their media buy negotiation. This added value is an important component to their media buy and therefore, Asher is required to incorporate added value promotion needs into the negotiation process and successfully maximize added value promotions gained from dollars being placed.</p> <p>vii) Provide monthly update to Hoosier Lottery and State Advertising and Marketing Director as to changes in the media landscape of Indiana that allow the state to plan and buy more effectively. i.e. change in station format. Present information either annually or semi-annually to all state agencies in one meeting to be held on state government campus for a media update on web, current media and 3rd party/in-store advertising.</p> <p>b) Comply with schedule and all commitments as proposed in RFP response.</p> <p>c) Work will not begin until Asher and State Advertising Director have received a media requisition from the requesting state agency.</p> <p>3) Invoicing Process</p> <p>a) Contractor shall provide all invoicing directly to individual State agencies that purchase media.</p> <p>b) Invoice must be received within 60 days from end of flight, exceptions may occur.</p> <p>c) Date accuracy on final invoice. If a discrepancy exists on an invoice and therefore, requires Asher to revise and re-submit, the invoice will then be dated from when it is re-issued.</p> <p>d) Every Asher invoice needs to address whether or not all media outlet invoices are accounted for or if any outstanding invoices remain and if so the amount.</p> <p>e) Provide subtotals on invoice by market, such as correlates to the media buy plan</p> <p>f) Spots need to be reconciled for spot separation, correct programming, correct trafficking, etc.</p> <p>g) Back up information should include all station affidavits on performance detailing when spots actually ran</p> <p>h) Provide Reconciliation Report – compares the media buy purchased (number of spots by station/market and their value) to what actually ran as provided on the invoice with number of spots, value, etc. For example, a similar report was recently provided in the reconciliation of ISDH's "Respect" campaign that ran in April 2008.</p> <p>i) The state will only accept the industry standard margin</p>	

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d) Asher will provide a Media 101 presentation (print, outdoor, radio, TV, web and 3rd party media) to all government agencies one afternoon on the Government Campus to be scheduled in coordination with State's Advertising & Marketing Director but must be complete within one month of signed contract. Presentation will be requested annually.

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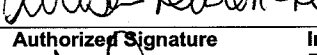
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			Printed materials such as billboards will be quoted for printing and shipping on a case-by-case basis.	
			The following UN/CEFACT Unit of Measure Common Codes are used in this document:	
		EA	Each	

<b>Signature of Purchasing Officer</b> 		<b>Typed Name</b> Teresa Deaton-Reese		<b>Signature Of Approval</b> <b>Office Of the</b> <b>State Attorney General</b>	
		<b>Date Signed</b> 10/8/08		<b>Typed Name</b>	
<b>Authorized Signature</b> 		<b>Indiana Department Of Administration</b> <b>Procurement Division</b> <b>402 West Washington Street, Rm W468</b> <b>Indianapolis, Indiana 46204</b> <b>Telephone: (317) 232-3150</b>			

State Form 9955(R10/7-08)-Electronic Version-Approved by State Board Of Accounts,